



# Sustainability Tech Partner Agreement

Last Updated: July 31, 2024



## Overview

The Autodesk Sustainability Tech Partner Program (the “Program”) recognizes developers and technology companies that have successfully published an application for Autodesk products that enable sustainable outcomes or creating an integration between Autodesk products and their software.

Autodesk must approve members for participation in the Program. By participating as a member of the Program, accessing Program benefits or otherwise accepting these terms, the Program member (“Member”) agrees to the terms of this Autodesk Sustainability Tech Partner Program Agreement (this “Agreement”) and it constitutes a legal agreement between Autodesk, Inc. and its affiliates (“Autodesk”, “we”, “us”, or “our”), and Member. If you enter into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind such legal entity to this Agreement, and in such event, “Member” as used in this Agreement will refer to such entity.

## **Membership**

Autodesk will review your application and submission for Program membership and will have the right to approve or not approve at its sole discretion. To be eligible for and to maintain membership status in the Program, Member will comply with the terms and conditions of the Program Guide and this Agreement.

Autodesk reserves the right to make Program member selection (including eligibility for certain benefits) decisions and to revoke Program membership status or eligibility for certain benefits at any time and at its sole discretion. Autodesk reserves the right to modify and make changes to the Program, including without limitation membership requirements, upon posting such changes to the Program page or email notice.

## **Program Requirements**

Member must meet each Program requirement set forth in the [Autodesk Sustainability Tech Partner Program Guide](#) ("Program Guide").

Subject to the terms of this Agreement, Autodesk may provide Member with licenses to certain Autodesk APIs and/or products or services. For more information, please see the Program Guide.

Member's use of Autodesk products and services is subject to the [Autodesk General Terms of Use](#) ("TOU").

Member's use of Autodesk APIs is subject to the [Autodesk Platform Services Terms of Service](#).

## **Program Benefits**

Autodesk seeks to boost the influence of Program members, both within the community and with their peers. Member will receive Program benefits during the Program term, as defined in this Agreement and the Program Guide. Please refer to the [Program Guide](#).

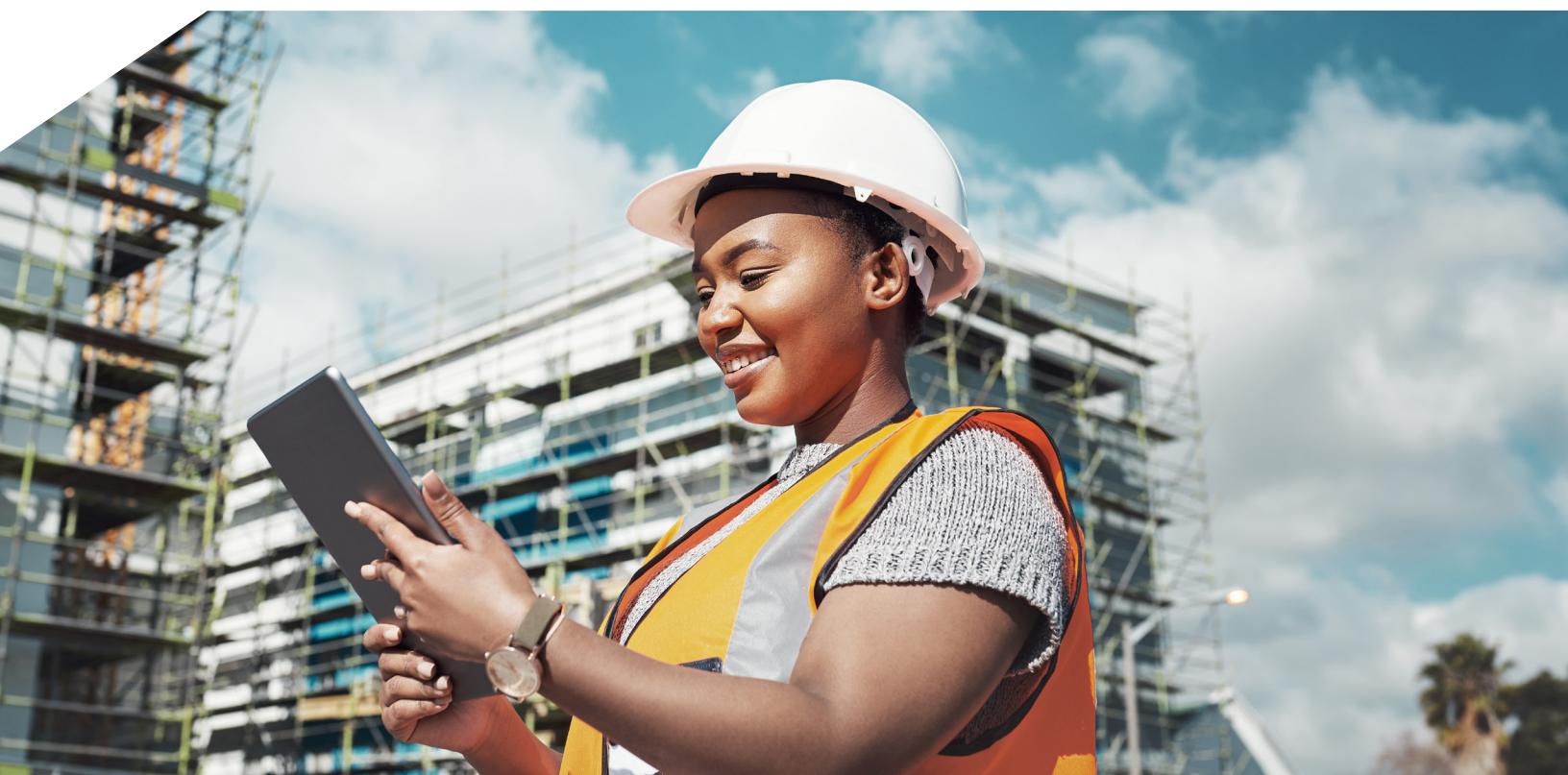
## **Trademark License**

Member grants to Autodesk and its affiliates a worldwide, sublicensable, non-exclusive, non-transferable, royalty-free, limited license to use, reproduce, and display Member's trademarks in connection with the Program and consistent with any trademark guidelines provided by Member. Autodesk grants Member a worldwide, revocable, non-assignable, non-sublicensable, non-exclusive, non-transferable, royalty-free, limited license to use, reproduce, and display the Program logo and any other Autodesk trademark approved by Autodesk in writing consistent with any trademark guidelines provided by Autodesk from time to time. See [Autodesk's trademark guidelines](#) ("Trademark Guidelines").

All goodwill arising from either party's use of the other party's trademarks will inure solely to the benefit of such other party.

## **Publicity**

Member agrees to submit to Autodesk all advertising, sales promotions, press releases, uses of Autodesk trademarks and other publicity matters relating to the Program and further agree not to publish or use such advertising, sales promotions, press releases, Autodesk trademarks or publicity matters without obtaining Autodesk's prior written consent.



## **Confidential Information**

Autodesk Confidential Information may be disclosed or made available to Member in connection with this Agreement or the Program. Member will use the same degree of care as to Autodesk Confidential Information, as defined below, that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use Autodesk Confidential Information only in connection with the Program, and (ii) except as otherwise authorized by Autodesk in writing, limit access to Autodesk Confidential Information to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to the Program and who are subject to confidentiality obligations with Member that are no less stringent than those in this Agreement. Member may disclose Autodesk Confidential Information if it is compelled by law to do so. Member will give Autodesk prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure.

"Autodesk Confidential Information" means information not generally known to the public that is (i) made available or disclosed by Autodesk in writing and (ii) designated by Autodesk in the writing as confidential. Autodesk Confidential Information also includes the non-public aspects of (i) any offering and any related product plans, technology and other technical information and (ii) business negotiations.

Nonetheless, confidential information does not include any information that (1) becomes generally known to the public without breach of any obligation owed to Autodesk; (2) was known to Member before receipt from Autodesk without breach of any obligation (and without a duty of confidentiality) owed to Autodesk; (3) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to Autodesk; or (4) was independently developed by Member.

Member agree to return or destroy all or part of Autodesk Confidential Information, including any copies, at Autodesk's request and confirm compliance with such request. The terms of this provision shall survive termination or expiration of this Agreement and Member's membership.

## **Term and Termination**

Unless terminated as set forth herein, Member's Program membership status takes effect upon Autodesk's approval of its application submission and shall remain in effect for a period of five (5) years (the "Term").

Autodesk may, at its sole discretion, terminate Member's membership status in the Program and this Agreement at any time upon notice to Member. Conduct that may constitute cause for termination includes, but is not limited to:

- Failing to meet any of the Program requirements;
- Failing to comply with the terms of this Agreement;
- Failing to comply with the terms of the Trademark Guidelines; or
- Member's breach of any other agreements it may have with Autodesk.

Member may terminate this Agreement upon sixty (60) days written notice to Autodesk. Member agrees to promptly inform customers impacted by the termination.

## **The Fine Print**

Member agrees that Autodesk and its partners and agents may use its name and/or its likenesses for advertising and promotional purposes related to the Program without additional compensation, unless prohibited by law..

By participating in the Program, Member agrees to release, indemnify, defend and hold Autodesk and its parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotional agencies and any other organizations related to the Program, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from its participation in the Program. Autodesk reserves the right to modify and make changes to the Program upon notice.

**Autodesk and its affiliates shall not have any liability (directly or indirectly) for any incidental, special, indirect, consequential, or punitive damages. The aggregate liability of autodesk and its affiliates with respect to this agreement or the program will in no event exceed us\$1000. The limitations on liability in this agreement will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute, or otherwise, and even if autodesk has been advised of the possibility of the liability or the liability is otherwise foreseeable, and regardless of whether the limited remedies in these terms fail of their essential purpose.**

Nothing in this Agreement will be deemed to have created a joint venture, agency, or partnership between the parties, and the parties explicitly agree that the use of the term "partner" in this Agreement or in connection with the Program does not refer to "partner" in the legally binding sense. Terms of this Agreement do not amend, alter, or replace the terms of any other Autodesk program (e.g. reseller, VAR, or distribution) in which Member may participate.

In the event of any conflict between the terms of this Agreement, the TOU, and the Autodesk Platform Services TOS, such conflict will be resolved in the following priority: first by the terms of the Agreement, next by the terms of the Autodesk Platform Services TOS, and last by the terms of the TOU.

If any portion of this Agreement is held to be invalid, that invalidity will not affect the remaining provisions. This Agreement will be governed exclusively by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of laws rules. Any action, suit or case arising out of or in connection with the Program must be brought in the federal courts located in the **United States District Court for the Northern District of California in San Francisco, or (ii) courts of the State of California, County of San Francisco.**